

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION**

IN RE:	§	
	§	
GILBERTO T. SALDIVAR, AND SANDRA SALDIVAR,	§	
	§	CASE NO. 11-10689
	§	
DEBTORS	§	
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GILBERTO T. SALDIVAR, and SANDRA SALDIVAR	§	
PLAINTIFFS,	§	
	§	
vs.	§	ADV. NO. 12-01010
	§	
JPMORGAN CHASE BANK, N.A., and DEUTSCHE BANK NATIONAL TRUST COMPANY	§	
DEFENDANTS	§	

**NOTICE OF SETTLEMENT AND AGREED MOTION TO ABATE OR CONTINUE
TRIAL DATE PENDING APPROVAL OF SETTLEMENT AGREEMENT**

TO THE HONORABLE U.S. BANKRUPTCY JUDGE:

JPMorgan Chase Bank, N.A. (“Chase”), Deutsche Bank National Trust Company (“Deutsche”) (collectively the “Defendants”) Gilberto and Sandra Rodriguez (“Debtors”) file this Notice of Settlement and Agreed Motion to Abate or Continue Trial Date Pending Approval of Settlement Agreement (“Motion”) and would show the Court as follows:

BACKGROUND

1. On November 12, 2011, the Debtors filed the above referenced bankruptcy case in the United States Bankruptcy Court for the Southern District of Texas, Brownsville Division (“Bankruptcy Court”) assigned Case No. 11-10689.
2. The Chapter 13 Trustee for this case is Cindy Boudloche (“Chapter 13 Trustee”).

3. On September 26, 2012 the Debtors filed an adversary proceeding, assigned Adversary Proceeding No. 12-01010 (the “Adversary”), alleging claims against Chase and Deutsche).

4. The Debtors allege in the Adversary that Chase and Deutsche do not have a valid lien against the Debtors’ real property, object to Chase’s proof of claim, allege Chase improperly purchased insurance for the property, and have asserted additional improper charges to the loan account. Chase and Deutsche deny all allegations in the Complaint.

5. The Adversary is currently set for trial on January 27, 2014 at 11:00 a.m. (“Trial”)

SETTLEMENT AGREEMENT AND RELIEF REQUESTED

6. In order to avoid further cost and expense and the uncertainties of litigation, the Debtors and Defendants have agreed, subject to Court approval, to enter into a settlement agreement (“Settlement Agreement”) to resolve the Adversary. The Settlement Agreement provides that Chase will pay \$5,000 to the Debtors in return for a full release and dismissal of all claims with prejudice.

7. The Debtors believe the Settlement Agreement is in the best interests of the Debtors and the bankruptcy estate.

8. In conjunction with the filing of this Motion, the Debtors are filing a Motion pursuant to Bankruptcy Rule 9019 in their bankruptcy case seeking approval of the Settlement Agreement.

9. Because the parties have reached an agreement, subject only to approval by the Bankruptcy Court, the parties request the Court abate or continue the Adversary and remove the Trial from the docket or continue the Trial for a period of not less than 60 days to allow for the Bankruptcy Court to consider and approve the Settlement Agreement, after which time this Adversary will be jointly dismissed.

WHEREFORE, PREMISES CONSIDERED, the Defendants and the Debtors hereby advise the Court of their settlement and pray the Court abate or continue the Adversary and remove or continue the Trial from the docket for a period of at least 60 days, and that the Defendants and Debtors have such other and further relief to which they may be justly entitled.

Respectfully submitted,

/s/ Timothy A. York

Wm. Lance Lewis

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Timothy A. York

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National Trust Company**

By: /s/ Michael R. Cowen

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Attorneys for the Debtors

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served in accordance with the Federal Rules of Bankruptcy Procedure upon Michael Cowen, via the Court's ECF system on this 16th day of January, 2014:

/s/ Timothy A. York

Timothy York

4824-0068-1492, v. 1